Appeal, 30 Conn. 205; *Ferrier v. Myrick,* 41 N. Y. 315; *Crapo v. Armstrong,* 61 Iowa 697. But such an allowance was refused in *Little v. Williams,* 7 Ill. App. 67. The principal case seems to be in accord with the better American view in leaving the matter to the discretion of the court having supervision of the settlement of the estate.

HOMICIDE—CAUSES OF DEATH.—PEOPLE V. KANE, 107 N. E. (N. Y.) 655.—*Held,* where defendant's shooting deceased caused a miscarriage, followed by blood poisoning, from which she died, it is no defense that medical negligence intervened to cause death, unless such negligence was the sole cause of the death.

Notwithstanding the numerous conflicting *dicta* found in the reports, the actual adjudications in this country are overwhelmingly in accord with the principal case. *People v. Lewis,* 124 Cal. 551; *Thompson v. L. & N. R. R. Co.,* 91 Ala. 496. One inflicting an unlawful bodily injury is accountable for all consequences that flow from the injury in natural sequence. *Taylor v. State,* 41 Tex. Cr. R. 564. And medical attention, though erroneous and negligent, is in natural sequence. *Perdue v. State,* 69 S. E. (Ga.) 184. Although the chain of causation is broken by the intervention of an independent wrongdoer or disease, the original injury does not necessarily cease to operate as a cause of death ensuing within a year and a day from the inflicting thereof. *People v. Lewis, supra.* To excuse the original wrongdoer, it must appear that the intervening independent agency was the sole cause; that is, that at the moment of death the original injury was not contributing at all to the fact of the dying. *Hollywood v. State,* 120 Pac. (Wyo.) 471; *State v. Foote,* 58 S. C. 218; *Thompson v. R. R. Co., supra; Wagner v. Woolsey,* 48 Tenn. 235. And the presumption on this point is *prima facie* against the accused. *State v. Morphy,* 33 Iowa 270; *Loew v. State,* 60 Wis. 559. But the accused may in each case show to the jury the extent of the wound inflicted by him to aid them in their determination. *Wilson v. State,* 24 S. W. (Tex.) 409. In Texas, by statute, the general rule as to intervening agencies does not apply where the intervening agency consists of improper treatment. *Penal Code,* Art. 652. In a few jurisdictions the rule of the principal case is not followed, on the theory that its application involves the punishing of mere intent and the absurdity of having more than one murder of the same man. *State v. Wood,* 53 Vt. 560; *State v. Angelina,* 80 S. E. (W. Va.) 141. But this view overlooks the point that the homicide does not occur as a fact until death ensues within a year and a day, no matter how many persons may have done wrongful acts which contribute as causes of the death. *Com. v. Macloon,* 101 Mass. 1; *Robbins v. State,* 8 Oh. St. 131.

HUSBAND AND WIFE—"DESERTION."—WELCH V. STATE, 67 So. (FLA.) 224.—*Held,* that the word "desertion" has a broader meaning than mere physical separation, and that under the title "An act to provide punishment for the desertion of wife or child," the legislature may punish the withholding of means of support from such dependents.

The term desertion as used in reference to husband and wife is generally held to contemplate a voluntary separation of one party from the other, without justification, with the intention of not returning. *Williams v. Williams,* 130 N. Y. 193; *Kikell v. Kikell,* 25 Nebr. 256, 41 N. W. 180. "Wilful desertion is the voluntary separation of one of the married parties from the other with the intent to desert." Rev. Codes of N. Dak. 1905, Sec. 4052. The word "desertion" as used in connection with the marital relation is synonymous with "abandonment." *People v. Crouse,* 83 N. Y. Supp. 812; *State v. Weber,* 48 Mo. App. 500, 504. Absence is desertion, as the term "desertion" is used making such act a ground for divorce. *Elzas v. Elzas,* 171 Ill. 632, 49 N. E. 717. By the weight of authority the refusal of sexual intercourse does not constitute desertion. *Fritz v. Fritz,* 138 Ill. 436; *Southwick v. Southwick,* 97 Mass. 327; *Segelbaum v. Segelbaum,* 39 Minn. 258; *Contra, Whitfield v. Whitfield,* 89 Ga. 471; *Evans v. Evans,* 93 Ky. 510; *Rector v. Rector,* 78 N. J. Eq. 386. Upon the point involved in the principal case what little authority there is seems to support a contrary rule, namely, that non-support is not sufficient to constitute desertion. *Proudlove v. Proudlove,* 46 Atl. (N. J.) 951; *Howell v. Howell,* 64 N. J. Eq. 191; *Bennett v. Bennett,* 43 Conn. 413; *Hammond v. Hammond,* 15 R. I. 40. To hold that non-support is desertion, is to add a meaning to the latter term which does not seem justified by its use in either ordinary or legal phraseology.

INSURANCE—REVIVER AFTER TEMPORARY BREACH OF CONDITION.—COTTINGHAM V. MARYLAND MOTOR CAR INS. CO., 84 S. E. (N. C.) 274.—*Held,* that a chattel mortgage given on the insured property merely suspended the policy and the removal of the incumbrance revived the insurance, even though the policy provided that it should be "void . . . if the property hereby insured be or become incumbered by a chattel mortgage."

The court made no attempt to review all the conflicting decisions on this question nor to reconcile them for the reason that it would have been impossible. In the case of a warranty the weight of authority seems to be that a breach *ipso facto* avoids the policy, though the breach be but temporary in character, and that there can be no reviver except by consent of the insurer; that is, there must be a new contract. *Kyte v. Com. Union Ass. Co.,* 149 Mass. 116; *Fernandez v. Great Western Ins. Co.,* 48 N. Y. 571. Logically the breach of a condition should have the same effect as a breach of warranty but the weight of authority does not so consider it. The cases allowing a reviver where there is no provision in the policy against change of interest by mortgage may perhaps be distinguished though the same reasons are given in both. *Worthing v. Bearse,* 12 Allen 382; *Lane v. Maine Mut. Fire Ins. Co.,* 12 Me. 44. The confusion is made worse by the fact that the same courts have arrived at different conclusions in dealing with different conditions and sometimes with the same condition. Compare *Tompkins v. Hartford Fire Ins. Co.,* 49 N. Y. Supp. 184 with the *dictum* in *Gray v. Guardian Ass. Co.,* 31 N. Y. Supp. 237; *Ring v. Phoenix Assur. Co.,* 145 Mass. 426 (holding that vacancy merely suspended the policy); *Hinckly v. Germania Fire Ins. Co.,* 140 Mass. 38 (holding that temporary failure to renew license for a